

JUDGE SWEET

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Attorneys for Plaintiff
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(212) 669-0600

10 CIV 4477

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TRICO MARINE OPERATORS, INC.,

Plaintiff,

- against -

OCEAN EXPRESS, LTD.,

Defendant.

10 CV

10CV 4477

VERIFIED COMPLAINT

Plaintiff, Trico Marine Operators, Inc. ("Trico"), by and through its attorneys Hill Rivkins LLP, as and for its Verified Complaint against the above-named Defendant, alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and this Honorable Court has jurisdiction pursuant to 28 U.S.C. §1333.

PARTIES

2. At and during all material times hereinafter mentioned, Plaintiff was and now is a business entity organized and existing by virtue of foreign law with an office and principal place of business at 10001 Woodloch Forest Drive, Suite 610, The Woodlands, Texas 77380.

3. At and during all material times hereinafter mentioned, defendant Ocean Express, Ltd. ("Ocean Express") was and now is a business entity organized and existing by virtue of foreign law with an office and principal place of business at Pointe Noire, Congo.

4. This action is brought to obtain jurisdiction over Defendant and to obtain security for any judgment or award that is eventually entered against it.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of a Maritime Contract)

5. Plaintiff repeats and re-alleges Paragraphs 1 through 4 as if set forth herein at length.

6. On or about April 14, 2009, Trico, as owner, chartered the PSV OAK RIVER to Ocean Express, as charterer, on the SUPPLYTIME 2005 form ("the Oak Charter") with attached riders for a period of four (4) weeks with two (2) one-week options to extend on twenty-four hours notice. According to Boxes 20 through 23 of the Oak Charter, hire payments were to be made by Ocean Express at the rate of US \$7,000 pdpr (per day pro rata), excluding certain charges and expenses, as per Trico's invoice instructions. Box 25 additionally set the interest rate payable by Ocean Express under the Oak Charter at 2% per month. A true and accurate copy of the Oak Charter is attached hereto as Exhibit 1.

7. Pursuant to the Oak Charter, Trico delivered the PSV OAK RIVER to Ocean Express on the agreed date, fully capable of performing as described, and has otherwise fulfilled all of its duties and obligations under the Oak Charter.

8. On or about June 1 and July 2, 2009, Trico invoiced Ocean Express for hire and maintenance allowance due under the Oak Charter for the periods of May 1 – 31, 2009 (No. 113188) and June 1 – 23, 2009 (No. 113325), in the amounts of \$224,000.00 and \$162,147.23, respectively. Trico then issued a separate invoice (No. CM104706), deducting credits for fuel and lubes on board upon re-delivery of the PSV OAK RIVER in the amount of \$33,666.89. True and accurate copies of these invoices are attached hereto as Exhibit 2.

9. Thereafter, Ocean Express provided Trico with a transfer order, dated October 29, 2009, indicating that a payment of \$224,000.00 would be made to Trico in New York by Maritime Overseas on behalf of Ocean Express, presumably in satisfaction of Invoice No. 113188 for hire and maintenance allowance due under the Oak Charter for May 2009. However, Trico never received the payment. A true and accurate copy of the transfer order (“Ordre de Virement”) is attached hereto as Exhibit 3.

10. In sum, Ocean Express has failed to pay Trico a total of \$352,480.34 under the Oak Charter, with interest accruing monthly at the rate of two percent (2%).

11. Trico will shortly commence arbitration in London against Ocean Express to recover the unpaid hire, plus interest, pursuant to Box 34 and Clause 34(a) of the Oak Charter. Under English law, a prevailing party is normally awarded attorneys’ fees and costs.

AS AND FOR A SECOND CAUSE OF ACTION
(Breach of a Maritime Contract)

12. Plaintiff repeats and re-alleges Paragraphs 1 through 11 as if set forth herein at length.

13. On or about June 6, 2009, Trico, as owner, chartered the PSV BIG BLUE RIVER to Ocean Express, as charterer, on the SUPPLYTIME 89 form ("the Blue Charter") with attached riders for a period of five (5) days firm with three (3) one-day options to extend on 24 hours notice. According to Boxes 19 - 22 of the Blue Charter, hire payments were to be made by Ocean Express at the rate of US \$6,500.00 per day, excluding certain charges and expenses, as per Trico's invoice instructions. Box 24 additionally set the interest rate payable by Ocean Express under the Blue Charter at 2% per month. A true and accurate copy of the Blue Charter is attached hereto as Exhibit 4.

14. Pursuant to the Blue Charter, Trico delivered the PSV BIG BLUE RIVER to Ocean Express on the agreed date, fully capable of performing as described, and has otherwise fulfilled all of its duties and obligations under the Blue Charter.

15. On or about July 2, 2009, Trico invoiced Ocean Express for hire and maintenance allowance due under the Blue Charter for the period of June 8 - 12, 2009 (No. 113323) in the amounts of \$29,665.29. Trico then issued a separate invoice (No. CM104712), deducting credits for fuel and lubes on board upon re-delivery of the PSV BIG BLUE RIVER in the amount of \$6,063.12. True and accurate copies of these invoices are attached hereto as Exhibit 5.

16. In sum, Ocean Express has failed to pay Trico a total of \$23,602.17 under the Blue Charter, with interest accruing monthly at the rate of two percent (2%).

17. Trico will shortly commence arbitration in London against Ocean Express to recover the unpaid hire, plus interest, pursuant to Box 33 and Clause 31(a) of the Blue Charter. Under English law, a prevailing party is normally awarded attorneys' fees and costs.

18. The total now due and owing Trico under the Oak and Blue Charters can be calculated as follows:

Unpaid Hire (Oak)	\$352,480.34
Unpaid Hire (Blue)	\$23,602.17
Est. Interest (Oak)	\$85,500.00
Est. Interest (Blue)	\$5,700.00
Est. Costs/Fees	<u>\$50,000.00</u>
Total	\$517,282.51

19. After due investigation, Plaintiff respectfully submits that Ocean Express cannot be “found” in this District for purposes of and as delineated in Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

20. According to the above-mentioned transfer order, at least one hire payment was to be made on behalf of Ocean Express by Maritime Overseas, which, upon belief, is a New York business corporation located at 666 Third Avenue, 4th Floor, New York, NY 10017. Plaintiff is thus informed that Defendant has, or will shortly have, assets, including but not limited to, cash, funds, escrow funds, credits, accounts, letters of credit, freights, sub-freights, charter hire and sub-charter hire, within this District, at or being held by Maritime Overseas and/or any other garnishee as further investigation may uncover.

21. There is no statutory or maritime bar to the attachment sought herein.

W H E R E F O R E, plaintiff Trico Marine Operators, Inc. prays:

1. That process in due form of law according to the practice of this Court may issue against defendant Ocean Express, Ltd., citing it to appear and answer the foregoing, failing

which, a default will be taken against Defendant for the principal amount of the claim, plus interest, costs and attorneys' fees;

2. That if Defendant cannot be "found" within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, that all assets of Defendant up to and including **\$517,282.51** be restrained and attached, including but not limited to cash, funds, escrow funds, credits, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, within this District, at or being held by Maritime Overseas and/or any other garnishee upon who a Writ of Maritime Attachment and Garnishment may be served;

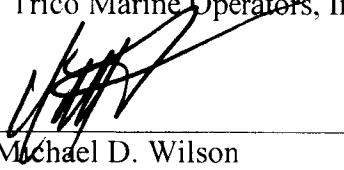
3. That this Court retain jurisdiction over this matter through the entry of judgment by the arbitration panel in London, so that judgment here may be entered in favor of Plaintiff for the amount of its claim, i.e., **\$517,282.51**; and

4 And for such other and further relief as this Court may deem just and proper.

Dated: New York, New York
June 7, 2010

HILL RIVKINS LLP, *Attorneys for*
Plaintiff Trico Marine Operators, Inc.

By: _____


Michael D. Wilson
45 Broadway, Suite 1500
New York, New York 10006
(212) 669-0600
(212) 669-0699

VERIFICATION

I, Michael D. Wilson, hereby affirm as follows:

1. I am a member of Hill Rivkins LLP, attorneys for plaintiff Trico Marine Operators, Inc.
2. I have prepared and read the foregoing Verified Complaint and know the contents thereof and, the same is true to the best of my knowledge, information and belief.
3. The sources of my knowledge, information and belief are documents provided by our clients and our discussions with them.
4. As Plaintiff is a foreign business entity and none of its officers are located in the Southern District of New York, this verification is made by me as counsel of record.

I hereby affirm that the foregoing statements are true and correct.

Dated: New York, New York
June 7, 2010

A handwritten signature in black ink, appearing to read 'Michael D. Wilson', is written over a horizontal line.

Michael D. Wilson

EXHIBIT 1



First issued 1975.
Revised 1989 and 2005.

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Adopted by
International Support Vessel
Owners'
Association (ISOA), London

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BIMCO Copenhagen

1. Place and date of contract Barcelona, Spain, 14 th April 2009		BIMCO TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: SUPPLYTIME 2005		PART I	
2. Owners/Place of business (full style, address, e-mail and fax no.) Trico Marine Operators, Inc. 3200 Southwest Freeway, Suite 2950 Houston, TX 77027 USA		3. Charterers/Place of business (full style, address, e-mail and fax no.) Ocean Express P.O. Box 646 Pointe Noire CONGO			
4. Vessel's name and IMO number (ANNEX A) PSV 'Oak River'		5. Date of delivery (Cl. 2(a) and (c)) 22 nd April 2009	6. Cancelling date (Cl. 2(a) and (c)) As per box 5		
7. Port or Place of delivery (Cl. 2(a)) Pointe Noire, Offshore clearances for Charterers' account.		8. Port or place redelivery/notice of redelivery (Cl. 2(d)) (i) Port or place of redelivery Pointe Noire, Offshore or agreed West African port, clearances for Charterers' account. (ii) Number of days' notice of redelivery			
9. Period of hire (Cl. 1(a)) 4 weeks		10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension 2 x 1 week options (ii) Advance notice for declaration of option (days) 24 hours			
11. Automatic extension period to complete voyage or well (Cl. 1(c)) (i) Voyage or well (state which) Voyage (ii) Maximum extension period (state number of days)		12. Mobilisation charge (Cl. 2(b)(i)) (i) Lump sum Nil (ii) When due			
13. Early termination of charter (state amount of hire payable) (Cl. 31(a)) (i) State yes, if applicable Any balance of the firm period outstanding at time of cancellation. (ii) If yes, state amount of hire payable		14. Number of days' notice of early termination (Cl. 31(a)) Not applicable		15. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 31 (a)) Nil	
16. Area of operation (Cl. 6(a)) West Africa coast		17. Employment of vessel restricted to (state nature of services(s)) (Cl. 6(a)) General supply duties offshore West Africa, as directed by Charterers but always within the classification and safe capacities / capabilities of vessel and Crew.			
18. Specialist operations (Cl. 6(a)) (i) State if vessel may be used for ROV operations (ii) State if vessel may be employed as a diving platform		19. Bunkers (Cl. 10) (i) Quantity of bunkers on delivery and redelivery (ii) Price of bunkers on delivery (iii) Price for bunkers on redelivery (iv) Fuel specifications and grades for fuel supplied by Charterers			
20. Charter hire (state rate and currency) (Cl. 12(a), (d) and (e)) 7,000 USD pdpr excluding fuel oil, lubricants, water, port charges, pilotage, agency fees, temporary importation, local registration fees, local seaman (if required), community levies and any costs associated with local regulations, all local taxes, withholding tax, VAT and all other regulations as per clause 9, part II.		21. Extension hire (if agreed, state rate) (Cl. 12(b)) As per box 20			
22. Invoicing for hire and other payments (Cl. 12(d)) (i) State whether to be issued in advance or arrears Arrears (ii) State by whom to be issued if other than the party stated in Box 2 Not applicable (iii) State to whom to be issued if addressee other than stated in Box 3 Not applicable		23. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 12(e)) As per invoice instructions.			

MS

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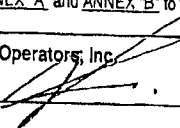

(continued)

Supplytime 2005 Time Charter Party for Offshore Service Vessels

PART I

24. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 12(e)) 30 days		25. Interest rate payable (Cl. 12(e)) 2 % per month	26. Maximum audit period (Cl. 12(g)) 1 year
27. Meals (state rate agreed) (Cl. 6(c)(i))	28. Accommodation (state rate agreed) (Cl. 6(c)(i))	29. Sublet (state amount of daily increment of charter hire) (Cl. 20)	
30. War Cancellation (indicate countries agreed) (Cl. 23)			
31. General Average (Place of settlement - only to be filled in if other than London) (Cl. 26)			
32. Taxes (Payable by Owners) (Cl. 30)			
33. Breakdown (State period) (Cl. 31(b)(v))			
34. Dispute resolution (state (a), (b) or (c) of Cl. 34, as agreed; if (c) agreed also state Place of Arbitration) (Cl. 34) (a)			
35. Numbers of additional clauses covering special provisions, if agreed			

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses, if any agreed and stated in Box 35, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further.

Signature (Owners) Trico Marine Operators, Inc. 	Signature (Charterers) Ocean Express N. BIGINI 
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OCEAN EXPRESS
B P 646 - POINTE-NOIRE
Tél. 583 77 00
REPUBLIQUE DU CONGO

ANNEX "A" to Time Charter Party for Offshore Service Vessels
Code Name: SUPPLYTIME 2005



VESSEL SPECIFICATION

NS

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TRICOMARINE

www.tricomarine.com

SUPPLY VESSEL // M/V OAK RIVER

REGISTRATION	
Operator	Trico Marine Operators, Inc.
Official Number	D561108
Builder	Quality Equipment
Flag	USA
Delivered	
Classification	ABS-Hull & Mach Class USCG
Gross Tonnage	588
Net Tonnage	264
Int'l Gross Ton	723
Int'l Net Ton	216

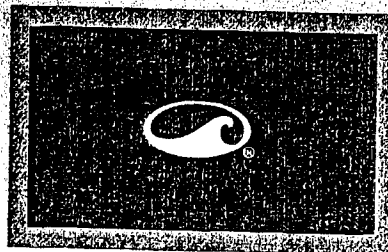
DIMENSIONS	
Length	185'
Beam	38'
Depth	15'
Light Draft	0'
Maximum Draft	13'
Clear Deck Area	
Boarded Deck Area	113' 2" x 28' 10"

CAPACITIES	
Deck Cargo	640 long tons
Cargo Fuel	78,043 gals.
Pot./Ballast Water	168,050 gals.
Bulk Mud	6,000 cu ft
No. Tanks	6
Liquid Mud	1,288 bbls.
No. Tanks	2

MACHINERY	
Main Engines	Two (2) EMD 16-567-BC HP - 3,320
Reduction Gears	Lufkin 8:1 2120:1 3171:1 Two 3:274:1 Rev.
Generators	Two (2) Kw 75 Detroit GM 671
Bow Thruster	6071 GM 330 hp (with 15' V-con)

ACCOMMODATIONS	
Certified to Carry	22 Persons
State Rooms	7
Berths	22
Cooler/Freezer	Walk-in

NAVIGATION/COMMUNICATIONS	
Radars	One (1) Furuno 7040D Std. One (1) Furuno 7100D Port
Radios	Two (2) VHF Under MCA10/MC65
Fathometer	Furuno FMV-603
GPS	Furuno Navigator
Loudhailer	Sea Hail
GMDSS	SEA 300-A3
NECODER	322AR
COMPASS	Ricthe
EPIRB	ACR 406



M/V Oak River

SUPPLY VESSEL // M/V OAK RIVER

This specification is preliminary and subject to change without notice. Exact tank capacities, deadweight, deck cargo capacity and other figures that have been calculated and may change when the actual vessel is delivered.

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ANNEX "B" to Time Charter Party for Offshore Service Vessels
Code Name: SUPPLYTIME 2005



INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 17:

- (1) Marine Hull Insurance. – Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability Insurance. – Protection and Indemnity (P&I) or Marine Liability Insurance with coverage equivalent to the cover provided by members of the International Group Protection and Indemnity Associations with a limit of cover no less than USD for any one event. The cover shall include liability for collision and damage to fixed and floating objects to the extent not covered by the insurance in (1) above.
- (3) General Third Party Liability Insurance. – To the extent not covered by the insurance in (2) ABOVE, Coverage shall be for:
Bodily Injury per person
Property Damage per occurrence.
- (4) Workmen's Compensation and Employer's liability Insurance for Employees. –
To the extent not covered in the insurance in (2) above, covering Owners' employees and other persons for whom Owners are liable as employer pursuant to applicable law for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. –
Covering all owned, hired and non-owned vehicles, coverage shall be for:
Bodily Injury According to the local law.
Property Damage In an amount equivalent to
single limit per occurrence.
- (6) Such other insurances as may be agreed.

PART II
SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

Definitions

"Owners" shall mean the party stated in Box 2

"Charterers" shall mean the party stated in Box 3

"Vessel" shall mean the vessel named in Box 4 and with particulars stated in ANNEX "A"

"Well" shall mean the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.

"Offshore Unit" shall mean any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipe-laying or repair, exploitation or production.

"Employees" shall mean employees, directors, officers, servants, agents or invitees.

1. Charter Period

(a) The Owners let and the Charterers hire the Vessel for the period as stated in Box 8 from the time the Vessel is delivered to the Charterers.

(b) Subject to Clause 12(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).

(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).

2. Delivery and Redelivery

(a) Delivery. - Subject to Clause 2(b) the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.

(b) Mobilisation. -

(i) The Charterers shall pay a lump sum mobilisation charge as stated in Box 12 without discount.

(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable and earned on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.

(c) Cancelling. - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 5, the Charterers shall be entitled to cancel this Charter Party. However, if the Owners will be unable to deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5 and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers do not give such notice, then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.

(d) Redelivery. - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party

free of cargo and with clean tanks at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).

(e) Demobilisation. - The Charterers shall pay a lump sum demobilisation charge without discount in the amount as stated in Box 15 which amount shall be paid on the expiration or on earlier termination of this Charter Party.

3. Condition of Vessel

(a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and Class as specified in ANNEX "A", attached hereto, and in a thoroughly efficient state of hull and machinery.

(b) The Owners shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service stated in Clause 6 throughout the period of this Charter Party.

4. Structural Alterations and Additional Equipment

The Charterers shall, at their expense, have the option of making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld.

Unless otherwise agreed, the Vessel is to be redelivered reinstated, at the Charterers' expense, to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers shall at all times be responsible for repair and maintenance of any such alteration or additional equipment. However, the Owners may, upon giving notice, undertake any such repair and maintenance at the Charterers' expense, when necessary for the safe and efficient performance of the Vessel.

5. Survey

The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing, the condition of the Vessel, any anchor handling and towing equipment specified in ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.

6. Employment and Area of Operation

(a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 17, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 16 which shall always be within International Navigation Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment. Unless otherwise stated in Box 18(i), the Charterers shall not have the right to use the Vessel for ROV operations. Unless otherwise stated in Box 18(ii), the Vessel shall not be employed as a diving platform.

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SUPPLYTIME 2005 Time Charter Party

PART II

Offshore Service Vessels

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.

(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:

(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 27 per meal and at the rate as stated in Box 28 per day for the provision of bedding and services for persons using berth accommodation.

(ii) Lawful cargo whether carried on or under deck.

(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.

(iv) Hazardous or noxious substances, subject to Clause 14(f), proper notification and any pertinent regulations.

(d) Laying-up of Vessel. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days, there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.

7. Master and Crew

(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.

(ii) (1) No Bills of Lading shall be issued for shipments under this Charter Party.

(2) The Master shall sign cargo documents as directed by the Charterers in the form of receipts

that are non-negotiable documents and clearly marked as such.

(3) The Charterers shall indemnify the Owners against all liabilities that may arise from such cargo documents in accordance with the directions of the Charterers to the extent of such cargo documents impose on Owners under the terms of this Charter Party.

(b) The Vessel's Crew if required by Charterers connect and disconnect electric cables, fuel, water pneumatic hoses when placed on board the Vessel port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.

(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.

(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services rendered will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely maintained. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the result of the services performed.

8. Charterers' Obligations

(a) The Charterers shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew, all maintenance and repair of the Vessel, machinery and equipment as specified in ANNEX 1, except as otherwise provided in this Charter Party. For all insurance on the Vessel, unless otherwise specified, the Charterers shall be responsible for the Vessel's flagmaster, flagmaster's office, cabin and engine room stores, independent for ordinary ship's purposes, including fuel, labour, and all fumigation expenses and disinfectants. The Owners' obligation under this clause shall be limited to cover all liabilities for costs of demurrage, including the Master, Officers and Crew, and expenses of the Charter Party in relation to the Vessel, including the Master, Officers and Crew, and provisions and other stores. The Charterers shall be responsible for the Vessel's flagmaster, flagmaster's office, cabin and engine room stores, independent for ordinary ship's purposes, including fuel, labour, and all fumigation expenses and disinfectants. The Owners' obligation under this clause shall be limited to cover all liabilities for costs of demurrage, including the Master, Officers and Crew, and expenses of the Charter Party in relation to the Vessel, including the Master, Officers and Crew, and provisions and other stores.

9. Disclaimers

The Charterers shall be responsible for the Vessel's flagmaster, flagmaster's office, cabin and engine room stores, independent for ordinary ship's purposes, including fuel, labour, and all fumigation expenses and disinfectants. The Owners' obligation under this clause shall be limited to cover all liabilities for costs of demurrage, including the Master, Officers and Crew, and expenses of the Charter Party in relation to the Vessel, including the Master, Officers and Crew, and provisions and other stores.

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PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

"The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".	405	If payment is not received by the Owners within 5 banking days following the due date the Owners are entitled to charge interest at the rate stated in <u>Box 25</u> on the amount outstanding from and including the due date until payment is received.	473
(ii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account.	406	Where an invoice is disputed, the Charterers shall notify the Owners before the due date and in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify such reason. Interest will be chargeable at the rate stated in <u>Box 25</u> on such disputed amounts where resolved in favour of the Owners.	474
(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.	407	Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.	475
(d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	408	(f) (i) Where there is a failure to pay Hire by the due date, the Owners shall notify the Charterers in writing of such failure and further may also suspend the performance of any or all of their obligations under this Charter Party until such time as all the Hire due to the Owners under the Charter Party has been received by the Owners. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on Hire. The Owners' right to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Charter Party.	476
12. Hire and Payments	409	(ii) If after 5 days of the written notification referred to in <u>Clause 12(f)(i)</u> the Hire has still not been received the Owners may at any time while Hire remains outstanding withdraw the Vessel from the Charter Party. The right to withdraw is to be exercised promptly and in writing and is not dependent upon the Owners first exercising the right to suspend performance of their obligations under the Charter Party pursuant to <u>Clause 12(f)(i)</u> above. The receipt by the Owners of a payment from the Charterers after the five day period referred to above has expired but prior to the notice of withdrawal shall not be deemed a waiver of the Owners' right to cancel the Charter Party.	477
(a) <u>Hire</u> . - The Charterers shall pay Hire for the Vessel at the rate stated in <u>Box 20</u> per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.	410	(iii) Where the Owners choose not to exercise any of the rights afforded to them by this Clause in respect of any particular late payment of Hire, or a series of late payments of Hire, under the Charter Party, this shall not be construed as a waiver of their right either to suspend performance under <u>Clause 12(f)(i)</u> or to withdraw the Vessel from the Charter Party under <u>Clause 12(f)(ii)</u> in respect of any subsequent late payment under this Charter Party.	478
(b) <u>Extension Hire</u> . - If the option to extend the Charter Period under <u>Clause 1(b)</u> is exercised, Hire for such extension shall, unless stated in <u>Box 21</u> , be agreed between the Owners and the Charterers. Should the parties fail to reach an agreement, then the Charterers' shall not have the option to extend the Charter Period.	411	(iv) The Charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under the Bill of Lading or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter Party.	479
(c) <u>Adjustment of Hire</u> . - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements, or regulations governing the Vessel and/or its Crew or this Charter Party or the application thereof.	412	(g) <u>Audit</u> . - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in <u>Box 26</u> , to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their	480
(d) <u>Invoicing</u> . - All invoices shall be issued in the contract currency stated in <u>Box 20</u> . In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in <u>Box 22(i)</u> or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.	413		481
(e) <u>Payments</u> . - Payments of Hire, bunker invoices and disbursements for the Charterers' account shall be received within the number of days stated in <u>Box 24</u> from the date of receipt of the invoice. Payment shall be made in the currency stated in <u>Box 20</u> in full without discount to the account stated in <u>Box 23</u> . However, any advances for disbursements made on behalf of and approved by the Owners may be deducted from Hire due.	414		482
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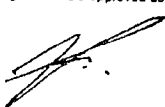
PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

principal place of business during normal working hours.	541	agree to furnish the Charterers with the Owners'	609
Any discrepancies discovered in payments made shall	542	proposed drydocking schedule and the Charterers	610
be promptly resolved by invoice or credit as appropriate.	543	agree to make every reasonable effort to assist the	611
		Owners in adhering to such predetermined drydocking	612
		schedule for the Vessel.	613
13. Suspension of Hire	544		
(a) If as a result of any deficiency of Crew or of the	545	14. Liabilities and Indemnities	614
Owners' stores, strike of Master, Officers and Crew,	546	(a) Definitions	615
breakdown of machinery, damage to hull or other	547	For the purpose of this Clause "Owners' Group" shall	616
accidents to the Vessel, the Vessel is prevented from	548	mean: the Owners, and their contractors and sub-	617
working, no Hire shall be payable in respect of any time	549	contractors, and Employees of any of the foregoing.	618
lost and any Hire paid in advance shall be adjusted	550	For the purpose of this Clause "Charterers' Group" shall	619
accordingly provided always however that Hire shall	551	mean: the Charterers, and their contractors, sub-	620
not cease in the event of the Vessel being prevented	552	contractors, co-venturers and customers (having a	621
from working as aforesaid as a result of:	553	contractual relationship with the Charterers, always with	622
(i) the carriage of cargo as noted in <u>Clause 6(c)(iii)</u>	554	respect to the job or project on which the Vessel is	623
and (iv);	555	employed), and Employees of any of the foregoing.	624
(ii) quarantine or risk of quarantine unless caused by	556	(b) Knock for Knock	625
the Master, Officers or Crew having communication	557	(i) Owners. - Notwithstanding anything else contained	626
with the shore at any infected area not in	558	in this Charter Party excepting <u>Clauses 6(c)(iii),</u>	627
connection with the employment of the Vessel	559	<u>9(b), 9(e), 9(f), 10(d), 11, 12(f)(iv), 14 (d), 15 (b),</u>	628
without the consent or the instructions of the	560	<u>18(c), 26 and 27, the Charterers shall not be</u>	629
Charterers;	561	responsible for loss of or damage to the property	630
(iii) deviation from her Charter Party duties or	562	of any member of the Owners' Group, including	631
exposure to abnormal risks at the request of the	563	the Vessel, or for personal injury or death of any	632
Charterers;	564	member of the Owners' Group arising out of or in	633
(iv) detention in consequence of being driven into port	565	any way connected with the performance of this	634
or to anchorage through stress of weather or	566	Charter Party, even if such loss, damage, injury or	635
trading to shallow harbours or to river or ports	567	death is caused wholly or partially by the act,	636
with bars or suffering an accident to her cargo,	568	neglect, or default of the Charterers' Group, and	637
when the expenses resulting from such detention	569	even if such loss, damage, injury or death is caused	638
shall be for the Charterers' account howsoever	570	wholly or partially by unseaworthiness of any	639
incurred;	571	vessel; and the Owners shall indemnify, protect,	640
(v) detention or damage by ice;	572	defend and hold harmless the Charterers from any	641
(vi) any act or omission of the Charterers, their	573	and against all claims, costs, expenses, actions,	642
servants or agents.	574	proceedings, suits, demands and liabilities	643
(b) <u>Liability for Vessel not Working.</u> - The Owners'	575	whatsoever arising out of or in connection with such	644
liability for any loss, damage or delay sustained by the	576	loss, damage, personal injury or death.	645
Charterers as a result of the Vessel being prevented	577	(ii) Charterers. - Notwithstanding anything else	646
from working by any cause whatsoever shall be limited	578	contained in this Charter Party excepting <u>Clause</u>	647
to suspension of hire, except as provided in <u>Clause</u>	579	<u>11, 15(a), 16 and 26, the Owners shall not be</u>	648
<u>11(a)(iii).</u>	580	responsible for loss of, damage to, or any liability	649
(c) <u>Maintenance and Drydocking.</u> - Notwithstanding	581	arising out of anything towed by the Vessel, any	650
<u>Clause 13(a), the Charterers shall grant the Owners a</u>	582	cargo laden upon or carried by the Vessel or her	651
maximum of 24 hours on hire, which shall be	583	tow, the property of any member of the Charterers'	652
cumulative, per month or pro rata for part of a month	584	Group, whether owned or chartered, including	653
from the commencement of the Charter Period for	585	their Offshore Units, or for personal injury or death	654
maintenance and repairs including drydocking	586	of any member of the Charterers' Group or of	655
(hereinafter referred to as "maintenance allowance").	587	anyone on board anything towed by the Vessel,	656
The Vessel shall be drydocked at regular intervals. The	588	arising out of or in any way connected with the	657
Charterers shall place the Vessel at the Owners'	589	performance of this Charter Party, even if such	658
disposal clean of cargo, at a port (to be nominated by	590	loss, damage, liability, injury or death is caused	659
the Owners at a later date) having facilities suitable to	591	wholly or partially by the act, neglect or default of	660
the Owners for the purpose of such drydocking.	592	the Owners' Group, and even if such loss,	661
During reasonable voyage time taken in transits	593	damage, liability, injury or death is caused wholly	662
between such port and Area of Operation the Vessel	594	or partially by the unseaworthiness of any vessel;	663
shall be on hire and such time shall not be counted	595	and the Charterers shall indemnify, protect,	664
against the accumulated maintenance allowance.	596	defend and hold harmless the Owners from any	665
Hire shall be suspended during any time taken in	597	and against all claims, costs, expenses, actions,	666
maintenance repairs and drydocking in excess of the	598	proceedings, suits, demands, and liabilities	667
accumulated maintenance allowance.	599	whatsoever arising out of or in connection with	668
In the event of less time being taken by the Owners for	600	such loss, damage, liability, personal injury or	669
repairs and drydocking or, alternatively, the Charterers	601	death.	670
not making the Vessel available for all or part of this	602	(c) <u>Consequential Damages.</u> -	671
time, the Charterers shall, upon expiration or earlier	603	Neither party shall be liable to the other for any	672
termination of the Charter Party, pay the equivalent of	604	consequential damages whatsoever arising out of or in	673
the daily rate of Hire then prevailing in addition to Hire	605	connection with the performance or non-performance	674
otherwise due under this Charter Party in respect of all	606	of this Charter Party, and each party shall protect, defend	675
such time not so taken or made available.	607	and indemnify the other from and against all such claims	676
Upon commencement of the Charter Period, the Owners	608		

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from any member of its Group as defined in <u>Clause 14(a)</u> .	677	defend and hold harmless the Charterers against all	745
"Consequential damages" shall include, but not be	678	claims, costs, expenses, actions, proceedings, suits,	746
limited to, loss of use, loss of profits, shut-in or loss of	679	demands and liabilities whatsoever arising out of actual	747
production and cost of insurance, whether or not	680	or threatened pollution damage and the cost of cleanup	748
foreseeable at the date of this Charter Party.	681	or control thereof arising from acts or omissions of the	749
(d) <u>Limitations</u> .-	682	Owners or their personnel which cause or allow	750
Nothing contained in this Charter Party shall be	683	discharge, spills or leaks from the Vessel, except as may	751
construed or held to deprive the Owners or the	684	emanate from cargo thereon or therein.	752
Charterers, as against any person or party, including	685	(b) The Charterers shall be liable for and agree to	753
as against each other, of any right to claim limitation of	686	indemnify, defend and hold harmless the Owners from	754
liability provided by any applicable law, statute or	687	all claims, costs, expenses, actions, proceedings, suits,	755
convention, save that nothing in this Charter Party shall	688	demands, liabilities, loss or damage whatsoever arising	756
create any right to limit liability. Where the Owners or	689	out of or resulting from any other actual or threatened	757
the Charterers may seek an indemnity under the	690	pollution damage, even where caused wholly or partially	758
provisions of this Charter Party or against each other in	691	by the act, neglect or default of the Owners, their	759
respect of a claim brought by a third party, the Owners	692	Employees, contractors or sub-contractors or by the	760
or the Charterers shall seek to limit their liability against	693	unseaworthiness of the Vessel.	761
such third party.	694	(c) The Charterers shall, upon giving notice to the	762
(e) <u>Himalaya Clause</u> .-	695	Owners or the Master, have the right (but shall not be	763
(i) All exceptions, exemptions, defences, immunities,	696	obliged) to place on board the Vessel and/or have in	764
limitations of liability, indemnities, privileges and	697	attendance at the site of any pollution or threatened	765
conditions granted or provided by this Charter Party	698	incident one or more Charterers' representative to	766
or by any applicable statute, rule or regulation for	699	observe the measures being taken by Owners and/or	767
the benefit of the Charterers shall also apply to	700	national or local authorities or their respective servants,	768
and be for the benefit of the Charterers' parent,	701	agents or contractors to prevent or minimise pollution	769
affiliated, related and subsidiary companies; the	702	damage and to provide advice, equipment or manpower	770
Charterers' contractors, sub-contractors, co-	703	or undertake such other measures, at Charterers' risk	771
venturers and customers (having a contractual	704	and expense, as are permitted under applicable law	772
relationship with the Charterers, always with	705	and as Charterers believe are reasonably necessary to	773
respect to the job or project on which the Vessel is	706	prevent or minimise such pollution damage or to remove	774
employed); their respective Employees and their	707	the threat of pollution damage.	775
respective underwriters.	708		
(ii) All exceptions, exemptions, defences, immunities,	709	16. <u>Wreck Removal</u>	776
limitations of liability, indemnities, privileges and	710	If the Vessel becomes a wreck and is an obstruction to	777
conditions granted or provided by this Charter Party	711	navigation and has to be removed by order of any lawful	778
or by any applicable statute, rule or regulation for	712	authority having jurisdiction over the area where the	779
the benefit of the Owners shall also apply to and	713	Vessel is placed or as a result of compulsory law, the	780
be for the benefit of the Owners' parent, affiliated,	714	Owners shall be liable for any and all expenses in	781
related and subsidiary companies, the Owners'	715	connection with the raising, removal, destruction,	782
contractors, sub-contractors, the Vessel, its Master,	716	lighting or marking of the Vessel.	783
Officers and Crew, its registered owner, its operator,	717		
its demise charterer(s), their respective Employees	718	17. <u>Insurance</u>	784
and their respective underwriters.	719	(a) (i) The Owners shall procure and maintain in	785
(iii) The Owners or the Charterers shall be deemed	720	effect for the duration of this Charter Party, with	786
to be acting as agent or trustee of and for the	721	reputable insurers, the Insurances set forth in	787
benefit of all such persons and parties set forth	722	<u>ANNEX "B"</u> .	788
above, but only for the limited purpose of	723	Policy limits shall not be less than those indicated.	789
contracting for the extension of such benefits to	724	Reasonable deductibles are acceptable and shall	790
such persons and parties.	725	be for the account of the Owners.	791
(f) <u>Hazardous or Noxious Substances</u> .	726	(ii) The Charterers shall upon request be named as	792
Notwithstanding any other provision of this Charter Party	727	co-insured. The Owners shall upon request cause	793
to the contrary, the Charterers shall always be	728	insurers to waive subrogation rights against the	794
responsible for any losses, damages or liabilities	729	Charterers (as encompassed in <u>Clause 14(e)(ii)</u>).	795
suffered by the Owners' Group, by the Charterers, or	730	Co-insurance and/or waivers of subrogation shall	796
by third parties, with respect to the Vessel or other	731	be given only insofar as these relate to liabilities	797
property, personal injury or death, pollution or otherwise,	732	which are properly the responsibility of the Owners	798
which losses, damages or liabilities are caused, directly	733	under the terms of this Charter Party.	799
or indirectly, as a result of the Vessel's carriage of any	734	(b) The Owners shall upon request furnish the	800
hazardous or noxious substances in whatever form as	735	Charterers with copies of certificates of insurance which	801
ordered by the Charterers, and the Charterers shall	736	provide sufficient information to verify that the Owners	802
defend, indemnify the Owners and hold the Owners	737	have complied with the insurance requirements of this	803
harmless for any expense, loss or liability whatsoever	738	Charter Party.	804
or howsoever arising with respect to the carriage of	739	(c) If the Owners fail to comply with the aforesaid	805
hazardous or noxious substances.	740	insurance requirements, the Charterers may, without	806
	741	prejudice to any other rights or remedies under this	807
15. <u>Pollution</u>	742	Charter Party, purchase similar coverage and deduct	808
(a) Except as otherwise provided for in <u>Clause 18(c)(iii)</u> ,	743	the cost thereof from any payment due to the Owners	809
the Owners shall be liable for, and agree to indemnify,	744	under this Charter Party.	810

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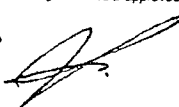
PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

18. Saving of Life and Salvage	811		
(a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of Hire provided however that notice of such deviation is given as soon as possible.	812	damage or other loss to person or property	879
	813	howsoever arising from such assistance.	880
(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services. All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants consumed, Hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage.	814	19. Lien	881
The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	815	The Owners shall have a lien upon all cargoes and equipment for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Except as provided in Clause 14, the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.	882
(c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title.	816	Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.	883
If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:	817		884
(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.	818		885
(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.	819		886
(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.	820		887
(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under Clause 18(c)(iii), and time taken for such repairs shall not count against time granted under Clause 13(c).	821		888
(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury,	822		889
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		20. Sublet and Assignment	905
		(a) Charterers. - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party. The person or company taking such subletting, assigning or loan and their contractors and sub-contractors shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners in Box 29, having regard to the nature and period of any intended service of the Vessel.	906
		(b) Owners. - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld. Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.	907
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		21. Substitute Vessel	929
		The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.	930
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		22. BIMCO War Risks Clause "CONWARTIME 2004"	934
		(a) For the purpose of this Clause, the words:	935
		(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	936
		(ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage;	937
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blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	845 846 847 848 849 850 851 852 853 854	(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	1013 1014 1015 1016
(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.	855 856 857 858 859 860 861 862 863 864 865 866	(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	1017 1018 1019 1020 1021 1022 1023 1024
(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.	867 868 869 870 871 872 873 874	(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	1025 1026 1027
(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	875 876 877 878 879 880 881	(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	1028 1029 1030 1031 1032
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	882 883 884 885 886 887 888 889 890 891 892	(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043
(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	893 894 895 896 897 898 899 900 901	(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.	1044 1045 1046 1047
(f) The Vessel shall have liberty:-	902	23. War Cancellation Clause 2004	1048
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;	903 904 905 906 907 908 909 910 911 912	Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)	1049 1050 1051
		(a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, or,	1052 1053 1054 1055
		(b) between the countries stated in <u>Box 30</u> .	1056
		24. BIMCO Ice Clause for Time Charter Parties	1057
		(a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow ice-breakers.	1058 1059 1060 1061
		(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.	1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075
		(c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.	1076 1077 1078
		(d) Any additional premiums and/or calls required by	1079

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the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.	1080	29. Drugs and Alcohol Policy	1145
	1081	The Owners undertake that they have, and shall maintain	1146
	1082	for the duration of this Charter Party, a policy on Drugs	1147
25. Epidemic/Fever	1083	and Alcohol Abuse applicable to the Vessel (the "D & A	1148
The Vessel shall not be ordered to nor bound to enter	1084	Policy") that meets or exceeds the standards in the	1149
without the Owners' written permission any place where	1085	OCIMF Guidelines for the Control of Drugs and Alcohol	1150
fever or epidemics are prevalent or to which the Master,	1086	Onboard Ship 1995 as amended from time to time.	1151
Officers and Crew by law are not bound to follow the	1087	The Owners shall exercise due diligence to ensure that	1152
Vessel.	1088	the D & A Policy is understood and complied with on	1153
Notwithstanding the terms of Clause 13, Hire shall be	1089	and about the Vessel. An actual impairment, shall not	1154
paid for all time lost including any lost owing to loss of	1090	in and itself mean that the Owners have failed to	1155
or sickness to the Master, Officers, Crew or passengers	1091	exercise due diligence.	1156
or to the action of the Crew in refusing to proceed to	1092		
such place or to be exposed to such risks.	1093	30. Taxes	1157
26. General Average and New Jason Clause	1094	Within the day rate the Owners shall be responsible for	1158
General Average shall be adjusted and settled in	1095	the taxes stated in Box 32 and the Charterers shall be	1159
London unless otherwise stated in Box 31, according	1096	responsible for all other taxes.	1160
to York-Antwerp Rules, 1994.	1097	In the event of change in the Area of Operation or	1161
Hire shall not contribute to General Average. Should	1098	change in local regulation and/or interpretation thereof,	1162
adjustment be made in accordance with the law and	1099	resulting in an unavoidable and documented change of	1163
practice of the United States of America, the following	1100	the Owners' tax liability after the date of entering into	1164
provision shall apply:	1101	the Charter Party or the date of commencement of	1165
"In the event of accident, danger, damage or disaster	1102	employment, whichever is the earlier, Hire shall be	1166
before or after the commencement of the voyage,	1103	adjusted accordingly.	1167
resulting from any cause whatsoever, whether due to	1104		
negligence or not, for which, or for the consequence of	1105	31. Early Termination	1168
which, the Owners are not responsible, by statute,	1106	(a) At Charterers' Convenience. - The Charterers may	1169
contract or otherwise, the cargo, shippers, consignees	1107	terminate this Charter Party at any time by giving the	1170
or owners of the cargo shall contribute with the Owners	1108	Owners written notice of termination as stated in Box	1171
in General Average to the payment of any sacrifices,	1109	14, upon expiry of which, this Charter Party will	1172
loss or expenses of a General Average nature that may	1110	terminate. Upon such termination, Charterers shall pay	1173
be made or incurred and shall pay salvage and special	1111	the compensation for early termination stated in Box	1174
charges incurred in respect of the cargo.	1112	13 and the demobilisation charge stated in Box 15, as	1175
If a salving vessel is owned or operated by the Owners,	1113	well as Hire or other payments due under the Charter	1176
salvage shall be paid for as fully as if the said salving	1114	Party up to the time of termination. Should Box 13 be	1177
vessel or vessels belonged to strangers. Such deposit	1115	left blank, Clause 31(a) shall not apply.	1178
as the Owners, or their agents, may deem sufficient to	1116	(b) For Cause. - If either party becomes informed of	1179
cover the estimated contribution of the cargo and any	1117	the occurrence of any event described in this Clause	1180
salvage and special charges thereon shall, if required,	1118	that party shall so notify the other party promptly in	1181
be made by the cargo, shippers, consignees or owners	1119	writing and in any case within 3 days after such	1182
of the cargo to the Owners before delivery".	1120	information is received. If the occurrence has not ceased	1183
		within 3 days after such notification has been given,	1184
		this Charter Party may be terminated by either party,	1185
27. Both-to-Blame Collision Clause	1121	without prejudice to any other rights which either party	1186
If the Vessel comes into collision with another ship as a	1122	may have, under any of the following circumstances:	1187
result of the negligence of the other ship and any act,	1123	(i) Requisition. - If the government of the state of	1188
neglect or default of the Master, mariner, pilot or the	1124	registry and/or the flag of the Vessel, or any	1189
servants of the Owners in the navigation or the	1125	agency thereof, requisitions for hire or title or	1190
management of the Vessel, the Charterers will	1126	otherwise takes possession of the Vessel during	1191
indemnify the Owners against all loss or liability to the	1127	the Charter Period.	1192
other or non-carrying ship or her owners insofar as such	1128	(ii) Confiscation. - If any government, individual or	1193
loss or liability represent loss of or damage to, or any	1129	group, whether or not purporting to act as a	1194
claim whatsoever of the owners of any goods carried	1130	government or on behalf of any government,	1195
under this Charter Party paid or payable by the other or	1131	confiscates, requisitions, expropriates, seizes or	1196
non-carrying ship or her owners to the owners of the	1132	otherwise takes possession of the Vessel during	1197
said goods and set-off, recouped or recovered by the	1133	the Charter Period (other than by way of arrest	1198
other or non-carrying ship or her owners as part of their	1134	for the purpose of obtaining security).	1199
claim against the Vessel or the Owners. The foregoing	1135	(iii) Bankruptcy. - In the event of an order being made	1200
provisions shall also apply where the owners, operators	1136	or resolution passed for the winding up, dissolu-	1201
or those in charge of any ship or ships or objects other	1137	tion, liquidation or bankruptcy of either party (oth-	1202
than or in addition to the colliding ships or objects are	1138	erwise than for the purpose of reconstruction or	1203
at fault in respect of a collision or contact.	1139	amalgamation) or if a receiver is appointed or if it	1204
		suspends payment or ceases to carry on business.	1205
28. Health and Safety	1140	(iv) Loss of Vessel. - If the Vessel is lost or becomes	1206
The Owners shall comply with and adhere to all	1141	a constructive total loss, or is missing unless the	1207
applicable international, national and local regulations	1142	Owners promptly state their intention to provide,	1208
pertaining to health and safety, and such Charterers'	1143	and do in fact provide, within 14 days of the Vessel	1209
instructions as may be appended hereto.	1144	being lost or missing, at the port or place from	1210
		which the Vessel last sailed (or some other	1211

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mutually acceptable port or place) a substitute	1212	that has already been published or is in the public	1279
vessel pursuant to <u>Clause 21</u> . In the case of	1213	domain.	1280
termination, Hire shall cease from the date the	1214	All information and data provided by a party is and shall	1281
Vessel was lost or, in the event of a constructive	1215	remain the property of that party.	1282
total loss, from the date of the event giving rise to	1216		
such loss. If the date of loss cannot be ascertained	1217		
or the Vessel is missing, payment of Hire shall	1218		
cease from the date the Vessel was last reported.	1219		
(v) <u>Breakdown</u> . - If, at any time during the term of	1220	34. <u>BIMCO Dispute Resolution Clause</u>	1283
this Charter Party a breakdown of the Owners'	1221	* (a) This Charter Party shall be governed by and	1284
equipment or Vessel result in the Owners being	1222	construed in accordance with English law and any	1285
unable to perform their obligations hereunder for	1223	dispute arising out of or in connection with this Charter	1286
a period exceeding that stated in <u>Box 33</u> and have	1224	Party shall be referred to arbitration in London in	1287
not initiated reasonable steps within 48 hours to	1225	accordance with the Arbitration Act 1996 or any statutory	1288
remedy the non-performance or provided a	1226	modification or re-enactment thereof save to the extent	1289
substitute vessel pursuant to <u>Clause 21</u> .	1227	necessary to give effect to the provisions of this Clause.	1290
(vi) <u>Force Majeure</u> . - If a force majeure condition as	1228	The arbitration shall be conducted in accordance with	1291
defined in <u>Clause 32</u> prevents or hinders the	1229	the London Maritime Arbitrators Association (LMAA)	1292
performance of the Charter Party for a period	1230	Terms current at the time when the arbitration	1293
exceeding 15 consecutive days from the time at	1231	proceedings are commenced.	1294
which the impediment causes the failure to	1232	The reference shall be to three arbitrators. A party	1295
perform if notice is given without delay or, if notice	1233	wishing to refer a dispute to arbitration shall appoint its	1296
is not given without delay, from the time at which	1234	arbitrator and send notice of such appointment in writing	1297
notice thereof reaches the other party.	1235	to the other party requiring the other party to appoint its	1298
(vii) <u>Default</u> . - If either party is in repudiatory breach	1236	own arbitrator within 14 calendar days of that notice	1299
of its obligations hereunder.	1237	and stating that it will appoint its arbitrator as sole	1300
Termination as a result of any of the above mentioned	1238	arbitrator unless the other party appoints its own	1301
causes shall not relieve the Charterers of any obligation	1239	arbitrator and gives notice that it has done so within the	1302
for Hire and any other payments.	1240	14 days specified. If the other party does not appoint its	1303
		own arbitrator and give notice that it has done so within	1304
		the 14 days specified, the party referring a dispute to	1305
		arbitration may, without the requirement of any further	1306
		prior notice to the other party, appoint its arbitrator as	1307
		sole arbitrator and shall advise the other party	1308
		accordingly. The award of a sole arbitrator shall be	1309
		binding on both parties as if he had been appointed by	1310
		agreement.	1311
		Nothing herein shall prevent the parties agreeing in	1312
		writing to vary these provisions to provide for the	1313
		appointment of a sole arbitrator.	1314
		In cases where neither the claim nor any counterclaim	1315
		exceeds the sum of US\$50,000 (or such other sum as	1316
		the parties may agree) the arbitration shall be conducted	1317
		in accordance with the LMAA Small Claims Procedure	1318
		current at the time when the arbitration proceedings	1319
		are commenced.	1320
		* (b) This Charter Party shall be governed by and	1321
		construed in accordance with Title 9 of the United States	1322
		Code and the Maritime Law of the United States and	1323
		any dispute arising out of or in connection with this	1324
		Charter Party shall be referred to three persons at New	1325
		York, one to be appointed by each of the parties hereto,	1326
		and the third by the two so chosen; their decision or	1327
		that of any two of them shall be final, and for the	1328
		purposes of enforcing any award, judgement may be	1329
		entered on an award by any court of competent	1330
		jurisdiction. The proceedings shall be conducted in	1331
		accordance with the rules of the Society of Maritime	1332
		Arbitrators, Inc.	1333
		In cases where neither the claim nor any counterclaim	1334
		exceeds the sum of US\$50,000 (or such other sum as	1335
		the parties may agree) the arbitration shall be conducted	1336
		in accordance with the Shortened Arbitration Procedure	1337
		of the Society of Maritime Arbitrators, Inc. current at	1338
		the time when the arbitration proceedings are	1339
		commenced.	1340
		* (c) This Charter Party shall be governed by and	1341
		construed in accordance with the laws of the place	1342
		mutually agreed by the parties and any dispute arising	1343
		out of or in connection with this Charter Party shall be	1344
		referred to arbitration at a mutually agreed place, subject	1345
		to the procedures applicable there.	1346
32. <u>Force Majeure</u>	1241		
Neither party shall be liable for any loss, damage or	1242		
delay due to any of the following force majeure events	1243		
and/or conditions to the extent the party invoking force	1244		
majeure is prevented or hindered from performing any	1245		
or all of their obligations under this Charter Party,	1246		
provided they have made all reasonable efforts to avoid,	1247		
minimize or prevent the effect of such events and/or	1248		
conditions:	1249		
(a) acts of God;	1250		
(b) any Government requisition, control, intervention,	1251		
requirement or interference;	1252		
(c) any circumstances arising out of war, threatened	1253		
act of war or warlike operations, acts of terrorism,	1254		
sabotage or piracy, or the consequences thereof;	1255		
(d) riots, civil commotion, blockades or embargoes;	1256		
(e) epidemics;	1257		
(f) earthquakes, landslides, floods or other extraor-	1258		
inary weather conditions;	1259		
(g) strikes, lockouts or other industrial action, unless	1260		
limited to the Employees of the party seeking to invoke	1261		
force majeure;	1262		
(h) fire, accident, explosion except where caused by	1263		
negligence of the party seeking to invoke force majeure;	1264		
(i) any other similar cause beyond the reasonable	1265		
control of either party.	1266		
The party seeking to invoke force majeure shall notify	1267		
the other party in writing within 2 working days of the	1268		
occurrence of any such event/condition.	1269		
33. <u>Confidentiality</u>	1270		
All information or data provided or obtained in	1271		
connection with the performance of this Charter Party	1272		
is and shall remain confidential and not be disclosed	1273		
without the prior written consent of the other party. The	1274		
parties shall use their best efforts to ensure that such	1275		
information shall not be disclosed to any third party by	1276		
any of their sub-contractors, Employees and agents.	1277		
This Clause shall not apply to any information or data	1278		

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(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.	1347 1348 1349 1350	expenses.	1390
In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:	1351 1352 1353	(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	1391 1392 1393 1394 1395
(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	1354 1355 1356 1357 1358	(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.) If Box 34 in PART I is not appropriately filled in, sub-clause 34(a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.	1396 1397 1398 1399 1400
(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, falling which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371	* Sub-clauses 34(a), 34(b) and 34(c) are alternatives; indicate alternative agreed in Box 34.	1401 1402
(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	1372 1373 1374 1375 1376	35. Notices	1403
(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	1377 1378 1379	(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	1404 1405 1406
(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	1380 1381 1382 1383 1384 1385	(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	1407 1408 1409 1410 1411
(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and	1386 1387 1388 1389	36. Headings	1412
		The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.	1413 1414 1415 1416
		37. Severance	1417
		If by reason of any enactment or judgement any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.	1418 1419 1420 1421 1422 1423
		38. Entire Agreement	1424
		This Charter Party, including all Annexes referenced herein and attached hereto, is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.	1425 1426 1427 1428 1429

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EXHIBIT 2

INLAND

SERVICES LIMITED



(FOR AND ON BEHALF OF TRICO MARINE OPERATORS, INC.)

Ocean Express

P.O. BOX 646

Pointe Noire

Congo.

Attention: Accounting Manager

Invoice No.: 113188

Date: June 1, 2009

Ref: "SUPPLYTIME 89"

DESCRIPTION				DAY RATE USD	USD AMOUNT
Services rendered in the month of May 2009 by the Oak Rive					
From	00:01	Hours on	1-May-09	7,000.00	217,000.00
Through	24:00	Hours on	31-May-09		
31.0000					
Maintenance Allowance for days worked in May (31 days)					
1.00000 Days				7,000.00	7,000.00
<u>Wire Instructions:</u> Trico Marine Operators, Inc. Nordea Bank Finland Plc - New York Branch 437 Madison Avenue New York, NY 10022 Swift NDEAUS3N ABA/Routing# 026010786 Account#7414473001					
					<u>224,000.00</u>

FOR AND ON BEHALF OF
TRICO MARINE OPERATORS, INC.

CONTROLLER

If any clarification is required, Please contact
Grace Esi - (234) 803 974054-0 or by email gesi@cims-wa.com
David Asher - (234) 805 7082672 or by email dasher@cimstricmarine.com
Tel: 234 1 462 054 3/Fax 234 1 462 0564



PLOT 1679 OLADOLE OLASHORE STREET
VICTORIA ISLAND, LAGOS, NIGERIA
Tel: 234 1 462 054 3 / Fax 234 1 462 0564

TRICO MARINE

ADEPT AT ADAPTING



3200 Southwest Freeway Suite 2950 Houston, TX 77027 USA

Ocean Express
P.O. BOX 646
Pointe Noire
Congo.
Attention: Accounting Manager

Invoice No.: 113325
Date: July 2, 2009
Ref: "SUPPLYTIME 89"

DESCRIPTION				DAY RATE USD	USD AMOUNT
Services rendered in the month of June 2009 by the Oak River					
From	00:01	Hours on	1-Jun-09	7,000.00	156,916.67
Through	10:00	Hours on	23-Jun-09		
22.4167					
Maintenance Allowance for days worked in June (22.4167 days)					
0.74722 Days				7,000.00	5,230.56
<u>Wire Instructions:</u> Trico Marine Operators, Inc. Nordea Bank Finland Plc - New York Branch 437 Madison Avenue New York, NY 10022 Swift: NDEAUS3N ABA/Routing# 026010786 Account# 7414473001					
					<u>162,147.23</u>

FOR AND ON BEHALF OF
TRICO MARINE OPERATORS, INC.

CONTROLLER

If any clarification is required, please contact
 Grace Esl - (234) 803 9740540 or by email gesl@tricomarine.com
 David Asher - (234) 805 7082672 or by email dasher@tricomarine.com
 Tel: 234-1-462-0553/Fax: 234-1-462-0564



TRICO MARINE OPERATORS, INC. 3200 Southwest Freeway Suite 2950 Houston, TX 77027 USA
 Tel: 234-1-462-0553/Fax: 234-1-462-0564

TRICO MARINE

ADEPT AT ADAPTING



3200 Southwest Freeway Suite 2900 Houston, TX 77027 USA

Ocean Express
P.O. BOX 646
Pointe Noire
Congo.

Invoice No.: CM104706
Date: JULY 3, 2009

DESCRIPTION	USG	L/USG	LITRES	PRICE \$/L	USD AMOUNT
Oak River charter commencing on April 22, 2009.					
To charge you for fuel on-board on April 22, 2009 on delivery of vessel at Pointe Noire at beginning of charter.	12,540.29	3.785	47,465.00	1.1759	55,812.64
Price per litre = 550 cfa (as per email attached)					
Exchange rate as per bloomberg on June 24, 2009 = 467.739 CFA/USD at 467.739/USD = \$1.1758694					
To charge you for lubes on-board on April 22, 2009 on delivery of vessel at Pointe Noire at beginning of charter	607.66	3.785	2,300.00	8.5660	19,701.80
As per attached email:					
1 Drum = 1781.73USD					
208 LTR 1 Drum					
PRICE PER LITRE = \$1781.73/208					
8.5660962					
Total On-hire Charges					75,514.44
To credit you for Fuel on-board on June 23, 2009 on re-delivery of vessel at end of charter	(21,297.00)	3.785	(80,609.15)	1.1759	(94,785.83)
To credit you for lubes on-board on June 23, 2009 on re-delivery of vessel at end of charter	(444.00)	3.785	(1,680.54)	8.5660	(14,395.51)
Total Off-hire Credit					(109,181.33)
Trico Marine Operators, Inc. Nordea Bank Finland Plc - New York Branch 437 Madison Avenue New York, NY 10022 Swift NDEAUS3N ABA/Routing# 026010786 Account# 7414473001					
Total Amount Due					(33,666.89)

FOR AND ON BEHALF OF
TRICO MARINE OPERATORS, INC.

CONTROLLER

EXHIBIT 3

Maritime Overseas

Pointe-Noire le 26 Octobre 2009

CREDIT FONCIER DE MONACO
11 Bd Albert 1^{er}
98000 MONACO

De : **Yves TERUIN**

A : **V. SPINEU**

Objet : ORDRE DE VIREMENT N°

Par le débit de notre compte en vos livres n° **221 96292 L**

Veuillez créditer le compte de : **TRICO MARINE OPERATORS, Inc**

De la somme de USD : **Deux cent vingt quatre mille euros (224 000.00 USD)**

En règlement de : **Factures 113188**

BANQUE : **Nordea Bank Finland Plc – New York Branch**
437 Madison Avenue
New York NY 10022
Swift: NDEAUS3N / ABA Routing # 026010786

COMPTE N° : **7414473001**

Sincères salutations.



Yves TERUIN

EXHIBIT 4

continued		SUPPLY TIME 897 Uniform Time Charter Party for Offshore Service Vessels		PART I	
19. Charter hire (state rate and currency) (CI 10(a) and (d)) 1 SD Six-Thousand-Five-hundred (\$6,500) dollars per day The above Charter rate is exclusive of withholding tax, fuel, lubes, fresh water and Charter are to provide and pay for VAT, local waivers, war premiums (if required), permits, any local crew, communication, custom duties, port charges, harbour dues, clearances in and out, pilotage, agency fees, DGPS signal costs (if required).		20. Extension hire (if agreed, state rate) (CI 10(b)) USD Six-Thousand-Five-hundred (\$6,500) dollars per day As per Box 19.			
21. Invoicing for hire and other payments (CI 10(d)) (a) state whether to be issued in advance or arrears Charterer shall pay Charter hire and Bunkers in arrears within thirty (30) days from receipt of invoice and clear all outstanding disbursements with in five working (5) days before the termination of the firm period. At the Off hire time, the Charterer has to ensure a minimum quantity of 50,000 liters of fuel on board. Clause 9 applies. (ii) state to whom to be issued if addressee other than stated in Box 2 (iii) state to whom to be issued if addressee other than stated in Box 3		22. Payments (state mode and place of payment, also state beneficiary and bank account) (CI 10(e)) As per Owners invoices.			
23. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (CI 10(f)) As per box 21.		24. Interest rate payable (CI 10(e)) 2% per Month		25. Maximum audit period (CI 10(f)) One (1) year	
26. Meals (state rate agreed) (CI 5(c)(ii)) \$15 USD per meal per man	27. Accommodation (state rate agreed) (CI 5(c)(iii)) \$25 USD per man per day	28. Mutual Waiver of Recourse (optional, state whether applicable) (CI 12(f)) N/A			
29. Sublet (state amount of daily increment to charter hire) (CI 13(b)) N/A		30. War (state name of countries) (CI 14(e)) Ghana			
31. General average (place of retention - only to be filled in if other than London) (CI 31) N/A		32. Breakdown (state periods) (CI 26(b)(v)) 3 consecutive hours			
33. Law and arbitration (state CI 31(a) or 31(b) or 31(c) as agreed, if CI 31(c) agreed also state place of arbitration (CI 31, CI 31 (a))		34. Numbers of additional clauses covering special provisions, if agreed See Clause 37, 38, 39			
35. Names and addresses for notices and other communications required to be given by the Charterers (CI 28) As per box 2		36. Names and addresses for notices and other communications required to be given by the Charterers (CI 28) As per box 3			

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses if any agreed and stated in Box 34, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but not hereby rendered null and void. This is original and shall only apply if expressly agreed and stated in Box 28.

Signature (Owners) By: Title:	Signature (Charterers) B.P. 646 - POINTE-NOIRE Tel. 559 77 00 By: REPUBLIQUE DU CONGO Bigini Title: Deputy Managing Director
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EXHIBIT 5

TRICO MARINE

ADEPT AT ADAPTING

3200 Southwest Freeway Suite 2950 Houston, TX 77027 USA



Ocean Express
P.O. BOX 646
Pointe Noire
Congo.
Attention: Accounting Manager

Invoice No.: 113323
Date: July 2, 2009
Ref: "SUPPLYTIME 89"

DESCRIPTION				DAY RATE USD	USD AMOUNT
Services rendered in the month of June 2009 by the Big Blue River.					
From	06:00	Hours or	8-Jun-09	6,500.00	28,708.36
Through	16:00	Hours or	12-Jun-09		
4.41667					
Maintenance Allowance for days worked in May (4.41667 days)					
0.14722 Days				6,500.00	956.93
Wire Instructions: Trico Marine Operators, Inc. Nordea Bank Finland Plc - New York Branch 437 Madison Avenue New York, NY 10022 Swift:NDEAUS3N ABA/Routing# 026010786 Account#7414473001					
					<u>29,665.29</u>

FOR AND ON BEHALF OF
TRICO MARINE OPERATORS/ INC.

CONTROLLER

If any clarification is required, Please contact
Grace Esi - (234) 803 8740580 or by email gesi@cims-wa.com
David Asher - (234) 805 702872 or by email dasher@cimstricmarine.com
Tel: 234- 462-0563/Fax 234-1-462-0564



PLOT 1075 JALAN KUALA KEMAS STREET 10750 KUALA KEMAS, FELDIPUTRA
VICTORIA ISLAND, KUALA LUMPUR, MALAYSIA

TRICO MARINE OPERATORS

ADEPT AT ADAPTING

3200 Southwest Freeway Suite 2650 Houston, TX 77027 USA



Ocean Express
P.O. BOX 646
Pointe Noire
Congo,
Attention: Accounting Manager

Invoice Number: CM104712
Date: July 17, 2009
Ref:

DESCRIPTION	USG	L/USG	LITRES	PRICE \$/LITRE	TOTAL USD
Big Blue River charter commencing on June 8, 2009.					
To charge you for fuel on-board on June 8, 2009 on delivery of vessel at beginning of charter	4,917.83	3.785	18,614.00	0.465659	8,667.78
As per Quotation of third party supplier attach: 1MT = 540 USD 1MT = 1159 LITRES (SEE ATTACHED) PRICE PER LITRE = \$540/1159 0.465659 USD					
To charge you for lubes on-board on June 8, 2009 on delivery of vessel at beginning of charter.	253.63	3.785	960	3.3000	3,168.00
1 Drum = 687.30 USD 1 Drum = 208 ltrs 1 ltr = 687.30/208ltr 1 Ltr = 3.3043					
Total On-hire Charges					11,835.78
To credit you for fuel on-board on June 12, 2009 on re-delivery of vessel at end of charter	(5,284.54)	3.785	(20,002.00)	0.647109577	(12,943.49)
1MT = 750 USD 1MT = 1159 LITRES (SEE ATTACHED) PRICE PER LITRE = \$750/1159 0.647109577					
To credit you for lubes on-board on June 12, 2009 on re-delivery of vessel at end of charter	(218.76)	3.785	(828.00)	5.9848	(4,955.41)
1 Drum = 1196.96 USD 1 Ltr = 1196.96/200ltr 1 Ltr = 5.9848					
Total Off-hire Credit					(17,898.90)
Net Amount Due					(6,063.12)

FOR AND ON BEHALF OF
TRICO MARINE OPERATORS, INC.

CONTROLLER

If any clarification is required, please contact:
Grace Esl - (234) 803 740580 or by email gesl@trico-we.com
David Asher - (234) 805 7082672 or by email dasher@trico-we.com
Tel: 234-1-482-2563 Fax: 234-1-482-1564



TRICO MARINE OPERATORS, INC. is an Equal Opportunity Employer.
Minority and Female Candidates are encouraged to apply.